

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Richard Boyhan 954-797-1008

**PREPARED BY:** Richard Boyhan, Provisional Director of IT

**SUBJECT:** Resolution

**AFFECTED DISTRICT:**

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** AGREEMENT AMENDMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE AMENDMENT #1 TO SUPPLEMENT NO. DAVE-080204 TO THE AGREEMENT FOR H.T.E., INC. SOFTWARE LICENSE AND SERVICE.

**REPORT IN BRIEF:** The Town of Davie originally was going to use H.T.E. software for the replacement of Citizen Response System (CRS) from BlueFrog Solutions. The solution was not working well for the Town of Davie. The Town of Davie finally purchased a product called GovQA. This amendment is to cancel our original agreement to purchase Citizen Response Module (CRM) from H.T.E.

**PREVIOUS ACTIONS:** Resolution R-2008-48

**CONCURRENCES:**

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

**RECOMMENDATION(S):** Motion to approve the resolution.

**Attachment(s):** Amendment #1 to Supplement No. DAVE-080204

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,  
ACCEPTING THE AMENDMENT #1 TO SUPPLEMENT NO. DAVE-  
080204 TO THE AGREEMENT FOR H.T.E., INC. SOFTWARE  
LICENSE AND SERVICE

WHEREAS, as Town had authorized an agreement with SunGard Public  
Sector Inc. for the following software Contact Management, Click2Gov CRT and  
Qrep Catalog for CZ; and

WHEREAS, the Town desires to delete these Licensed Programs; and

WHEREAS, the SunGard Public Safety absolves and relieves the Town  
from any obligation, if any, to pay any balance that may be owed on the deleted  
licensed programs; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE  
TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby terminates  
the license to use the licensed software Contact Management (CZ), Click2Gov  
CRT (Citizen Request Tracking) and Qrep Catalog for CZ.

SECTION 2. SunGard Public Sector absolves and relieves the Town from  
any obligation, if any, to pay any balance that may be owed on the deleted  
licensed programs.

SECTION 3. This resolution shall take effect immediately upon its passage  
and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ ,  
2008

\_\_\_\_\_  
MAYOR/COUNCILMEMBER  
ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008

## **SUNGARD® PUBLIC SECTOR**

### **Amendment # 1 to Supplement No. DAVE-080204 to the Agreement for H.T.E., Inc. Software License and Services**

This Amendment (Amendment) to the Agreement for H.T.E., Inc. Software License and Services dated December 26, 1990 (Agreement), and Supplement DAVE-080204, dated March 5, 2008 between **SunGard Public Sector Inc. (SunGard Public Sector)**, 1000 Business Center Drive, Lake Mary, Florida 32746, and **Town of Davie, FL(Customer)**, is effective when signed by an authorized representative of both parties.

**WHEREAS**, Customer, licensed Contact Management, Click2Gov CRT (Citizen Request Tracking) and Qrep Catalog for CZ and

**WHEREAS**, Customer desires to delete the Licensed Programs; and

**WHEREAS**, the Agreement provides that it cannot be changed without the written agreement of SunGard Public Sector and Customer; and

**NOW THEREFORE**, in consideration of the mutual obligation, promises and covenants set forth in this Amendment, the parties hereto agree as follows:

1. The parties hereby terminate Customer's license to use the licensed Contact Management (CZ), Click2Gov CRT (Citizen Request Tracking) (KF) and Qrep Catalog for CZ (CG) (together, the "Deleted Licensed Programs") and licensed by means of Supplement DAVE-080204 dated March 5, 2008. Customer agrees to destroy or return the Deleted Licensed Programs to SunGard Public Sector.
2. SunGard Public Sector has invoiced and Customer has not paid any amount towards the purchase of the Deleted Licensed Programs. SunGard Public Sector absolves and relieves Customer from the obligation, if any, to pay the remaining balance that may be owed on the Deleted Licensed Programs.
3. SunGard Public Sector agrees to waive all Implementation Service Fees related to the Deleted Licensed Programs.
4. **Effect of Amendment:** Except for the foregoing described changes to the Supplement, the Supplement shall in all other respects remain in full force and effect, unchanged hereby. By execution of this Amendment Customer agrees to be bound by the terms of the Agreement in each and every respect with regard to the changes created in this Amendment as if this Amendment had been fully set forth in the Agreement. There shall be no change in the warranties, representations, liabilities or obligations of SunGard Public Sector under the Agreement by virtue of this Amendment except as expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in manner and form sufficient to bind them on the day and year indicated after their respective execution hereof.

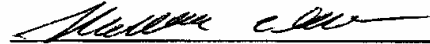
**TOWN OF DAVIE, FL**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Date

**SUNGARD PUBLIC SECTOR INC.**

  
\_\_\_\_\_  
Authorized Signature

**Ronald E. Goodrow**  
**Exec.VP, SunGard Public Sector Inc**

\_\_\_\_\_  
Type or Print Name and Title

**8/14/08**  
\_\_\_\_\_  
Date

